

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER/HIS DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, AND SPONSORS FOR THE 2010, 2011, AND 2012 ATLANTA JAZZ FESTIVAL AND ATLANTA MUSIC FESTIVAL IN ATLANTA, AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS; AND DIRECTING THAT ALL JAZZ FESTIVAL AND MUSIC FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENDED FROM THE ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival (“Jazz Festival”) and a second festival held during Labor Day weekend (“Music Festival”) (collectively, the “Festivals”); and

WHEREAS, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

WHEREAS, the Music Festival is held for up to five (5) consecutive days, including the Labor Day weekend, and includes approximately ten (10) free events and fifteen (15) events for which an admission price is charged; and

WHEREAS, the City pays for the Festivals from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals’ concerts that charge an admission price; and

WHEREAS, because of the elimination of Hotel Motel Tax funds, and because the budget for the Music Festival was cut significantly beginning with the 2008 City budget and eliminated in the 2009 budget, the Jazz Festival is able to provide a large number of free events, whereas the Music Festival must charge an admission fee for the majority of its events; and

WHEREAS, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors; and

WHEREAS, the cost of the performers at each of the Festivals is up to \$10,000 for local performers from the metro Atlanta region, up to \$65,000 for national performers such as Gladys Knight or Boney James, and up to \$100,000 for headline performers such as Aretha Franklin or Tony Bennett. The City also pays for the performers’ backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers’ round trip airfare, and hotel, meal, and ground transportation costs; and

WHEREAS, there are no greater than five headline performers at each of the Festivals; and

WHEREAS, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Title Sponsors donate cash or in-kind donations totaling \$150,000 or more; Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

WHEREAS, one of the in-kind donations that may be offered for the 2010, 2011 and/or 2012 Festivals is the creation and maintenance of a Festivals Website. This website would advertise the Festivals. In addition, people would be able to download and pay for segments of the Festivals' concerts. They would also be able to purchase merchandise from the Festivals (shirts, mugs, etc.) and performers' merchandise (CDs, etc.) through the website. In this way, the website would serve as a revenue generating mechanism to help offset the cost of the Festivals. In order to permit these sales, the City will need to enter agreements for the acquisition of the rights to the recordings of the live performances; and

WHEREAS, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Music Festival sponsors are utilized for the Music Festival only; and

WHEREAS, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and

WHEREAS, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Music Festival receive Music Festival benefits only; and

WHEREAS, one way that the City pays for the Festivals is through charging an admission fee for certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance fee; and

WHEREAS, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that she/he perform at one of the Festivals; and

WHEREAS, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date.

Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to quickly enter an agreement with that artist so that the artist is not hired by someone else; and

WHEREAS, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists, and the artist contracts for these Festivals should be exempt from the City's Procurement Code; and

WHEREAS, because the City allows for an unlimited number of sponsors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor contracts for the Festivals should be exempt from the City's Procurement Code; and

WHEREAS, the City has an official logo for each of the Festivals. In addition, the City commissions an artist each year to create the official artwork for the Jazz Festival. The City utilizes the name and logo of each of the Festivals, and the Jazz Festival official artwork on merchandise. The City sells the merchandise to raise revenues to support the Festivals; and

WHEREAS, the City has already registered the word marks "ATLANTA JAZZ FESTIVAL" and shall register word marks associated with the Atlanta Music Festival, so that non-City entities cannot commercially utilize those words, or words with a similar meaning. The City has also registered the design marks of the Jazz Festival's logo and shall register the design marks of the Music Festival's logo. The City should now copyright the official artwork of the Jazz Festival; and

WHEREAS, by copyrighting the artwork, the City can legally prevent others from utilizing the artwork that belongs to the City, and can thereby increase the revenues raised by the City; and

WHEREAS, a copyright applies to all uses of the artwork, including t-shirts, posters, water bottles and hats. The cost of copyrighting the official artwork of the Jazz Festival is \$45 per painting, per year. The City anticipates having one new painting in 2010, a new painting in 2011, and a new painting in 2012, but may decide upon additional paintings at a later time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor or his/her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2010, 2011, and 2012 Jazz Festival and the 2010, 2011, and 2012 Music Festival ("Artist Agreements"). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$10,000, unless the local artist has received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$65,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$65,000. In addition, the Artist

Agreements with all of the artists shall provide that the City shall pay for the Artists' technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists' personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

Section 2: The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600346 (Atlanta Jazz Festival) 69999 (Trust Non Capital). The cost of the Music Festival Artist Agreements shall be charged to and paid from the Music Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600347 (Montreaux Music Festival) 69999 (Trust Non Capital).

Section 3: The Mayor or his/her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2010, 2011, and 2012 Jazz Festival and the 2010, 2011, and 2012 Music Festival ("Sponsor Agreements"). The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsor. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Title Sponsors donate cash or in-kind donations totaling \$150,000 or more; Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors donate cash or in-kind donations totaling \$25,000 or more; and Media Sponsors donate cash or in-kind donations totaling \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") or her/his designee, but shall be in the nature of advertisement of the sponsor in Jazz or Music Festival advertisements or at Jazz or Music Festival events, Jazz or Music Festival tickets, and Jazz or Music Festivals merchandise. The names of each type of sponsorship may be altered by the Commissioner or his/her designee from year to year. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Music Festival sponsors shall receive Music Festival benefits only. Sponsors of both Festivals may receive benefits from both Festivals. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

Section 4: All Jazz Festival monetary contributions shall be deposited into the Jazz Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600346 (Atlanta Jazz Festival) 69999 (Trust Non Capital), and shall be used to pay for Jazz Festival costs only. All Music Festival monetary contributions shall be deposited into the Music Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5*****

6110000 (Cultural/ Recreation Admin) 600347 (Montreaux Music Festival) 6999 (Trust Non Capital), and shall be used to pay for Music Festival costs only.

Section 5: The Commissioner or his/her designee is authorized to charge admission prices for the 2010, 2011, and 2012 Jazz and Music Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

Section 6: All revenues derived from Jazz Festival admission fees shall be deposited into the Jazz Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600346 (Atlanta Jazz Festival) 69999 (Trust Non Capital), and shall be used to pay for Jazz Festival costs only. All revenues derived from Music Festival admission fees shall be deposited into the Music Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600347 (Montreaux Music Festival) 69999 (Trust Non Capital), and shall be used to pay for Music Festival costs only.

Section 7: The Mayor or his/her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2010, 2011, and 2012 Jazz Festival and the 2010, 2011, and 2012 Music Festival (“Official Artwork”, and the related agreements the “Official Artwork Agreements”). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$3,000 per year, or \$9,000 total for the Official Artwork of the 2010, 2011, and 2012 Jazz Festival, and \$3,000 per year, or \$9,000 total for the Official Artwork of the 2010, 2011, and 2012 Music Festival.

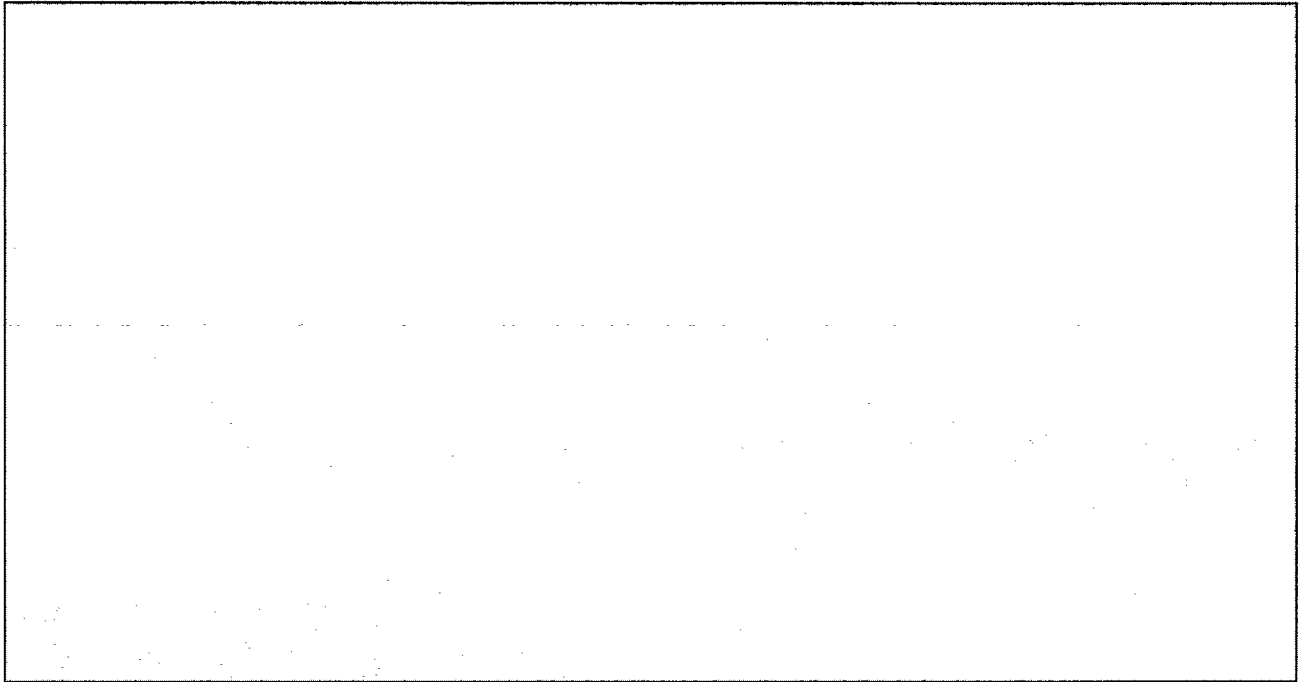
Section 9: The City Attorney or his/her designee is hereby authorized to copyright the Official Artwork. The cost of this copyright work, including filing fees, shall not exceed \$500 during each of the years 2010, 2011, and 2012, or \$1,500 total. The costs of the copyright work shall be charged to and paid from the accounts set forth in Section 4 above.

Section 10: The Mayor or his/her designee, on behalf of the City, is authorized to enter into and execute agreements for the acquisition of the rights to one or more of the recordings of live performances at or related to the Festivals, or other events at the Festivals, provided that said agreements potentially result in revenue generation for the City. The Mayor or his/her designee, on behalf of the City, is further authorized to enter into and execute agreements necessary to implement a revenue-generating project that will include a City website from which people can purchase recordings of live performances at or related to the Festivals, or merchandise associated with performers at either of the Festivals. The City Attorney, on behalf of the City, is authorized to utilize outside counsel specializing in intellectual property law to prepare the agreements necessary to implement the revenue-generating project, the outside counsel legal fees shall not exceed \$10,000. Those portions of the fees related to the Jazz Festival, as determined by the Commissioner or her/his designee shall be charged to and paid from the Jazz Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600346 (Atlanta Jazz Festival) 69999 (Trust

Non Capital). Those portions of the fees related to the Music Festival, as determined by the Commissioner or her/his designee shall be charged to and paid from the Music Festival Trust Fund 7701 (Trust) 140401 (PRC Cultural Affairs Admin) 3710001 (Contributions/ Donations) 5***** 6110000 (Cultural/ Recreation Admin) 600347 (Montreaux Music Festival) 69999 (Trust Non Capital).

Section 10: All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)



B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to enter into Agreements with Performers, Artists, and Sponsors for the 2010, 2011, and 2012 Atlanta Jazz and Atlanta Music Festivals.

2. Please provide background information regarding this legislation.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center:

5. Source of Funds:

6. Fiscal Impact:

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By:



A SUBSTITUTE ORDINANCE BY

07-O-0189

**COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, SPONSORS AND VENDORS FOR THE 2007, 2008, AND 2009 ATLANTA JAZZ FESTIVAL AND MONTREUX JAZZ FESTIVAL IN ATLANTA, AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS; AND DIRECTING THAT ALL JAZZ FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENSED FROM TRUST FUND 3P02 REVENUE (464101) AND EXPENSED TO (5***) N41S0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND EXPENSES BE DEPOSITED INTO TRUST FUND 3P02 REVENUE (464101) AND EXPENSED TO (5*****) N41S0202QNA0; AND THAT THE CITY ATTORNEY BE AUTHORIZED TO EXPEND AN AMOUNT NOT TO EXCEED \$11,500 TO COPYRIGHT JAZZ FESTIVAL OFFICIAL ARTWORK AND TO PAY FOR OUTSIDE COUNSEL, INTELLECTUAL PROPERTY LEGAL SERVICES NECESSARY TO IMPLEMENT A REVENUE-GENERATING CITY WEBSITE FOR THE FESTIVALS, SAID AMOUNT TO BE PAID FROM THE AFORE-MENTIONED JAZZ FESTIVAL AND MONTREUX FESTIVAL ACCOUNT NUMBERS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta ("City") produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival ("Jazz Festival") and the Montreux Jazz Festival in Atlanta ("Montreux Festival") (collectively, the "Festivals");

WHEREAS, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

WHEREAS, the Montreux Festival is held for up to five consecutive days, including the Labor Day weekend, and includes approximately ten free events and fifteen events for which an admission price is charged; and

WHEREAS, the City pays for the Festivals from Hotel Motel Tax proceeds, from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals' concerts that charge an admission price; and

WHEREAS, because of the limited Hotel Motel Tax funds, and because significantly more of those funds are allocated for the Jazz Festival, and because the budget for the Montreux Festival was cut significantly beginning with the 2002 City budget, the Jazz



Festival is able to provide a large number of free events, whereas the Montreux Festival must charge an admission fee for the majority of its events; and

WHEREAS, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors and vendors; and

WHEREAS, the cost of the performers at each of the Festivals is up to \$5,000 for local performers from the metro Atlanta region, up to \$50,000 for national performers such as Gladys Knight or Art Garfunkel, and up to \$100,000 for headline performers such as Aretha Franklin or Tony Bennett. The City also pays for the performers' backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers' round trip airfare, and hotel, meal, and ground transportation costs; and


WHEREAS, there are no greater than five headline performers at each of the Festivals; and

WHEREAS, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

WHEREAS, one of the in-kind donations that may be offered for the 2007, 2008 and/or 2009 Festivals is the creation and maintenance of a Festivals Website. This website would advertise the Festivals. In addition, people would be able to download and pay for segments of the Festivals' concerts. They would also be able to purchase merchandise from the Festivals (shirts, mugs, etc.) and performers' merchandise (CDs, etc.) through the website. In this way, the website would serve as a revenue generating mechanism to help offset the cost of the Festivals. In order to permit these sales, the City will need to enter agreements for the acquisition of the rights to the recordings of the live performances; and

WHEREAS, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Montreux Festival sponsors are utilized for the Montreux Festival only; and

WHEREAS, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and



WHEREAS, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Montreux Festival receive Montreux Festival benefits only; and

WHEREAS, one way that the City pays for the Festivals is through the collection of vending fees. Numerous vendors request the ability to sell and/or advertise their goods at these Festivals, including vendors selling merchandise, and vendors selling food and drinks. The City charges these vendors for the privilege of vending at the Festivals, and the charge is based on the market rate for the right to vend, whether the vendor is selling goods or advertising goods, whether the goods being sold are edible, the cost of the goods being sold, and the size of the space being provided to the vendor; and

WHEREAS, one way that the City pays for the Festivals is through charging an admission fee for certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance fee; and

WHEREAS, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that s/he perform at one of the Festivals; and

WHEREAS, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date. Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to enter an agreement with that artist so that the artist is not hired by someone else; and

WHEREAS, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists and the artist procurement process for these Festivals should be exempt from the Procurement Code; and

WHEREAS, because the City allows for an unlimited number of sponsors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor and artists contracts for the Festivals should be exempt from the Procurement Code; and

WHEREAS, the City has an official logo for each of the Festivals. In addition, the City commissions an artist each year to create the official artwork for the Jazz Festival. The City utilizes the name and logo of each of the Festivals, and the Jazz Festival official artwork on merchandise. The City sells the merchandise to raise revenues to support the Festivals; and



WHEREAS, the City has already registered the word marks "ATLANTA JAZZ FESTIVAL" and "MONTREUX ATLANTA MUSIC FESTIVAL", so that non-City entities cannot commercially utilize those words, or words with a similar meaning. The City has also registered the design marks of the Jazz Festival's logo and the Montreux Festival's logo. The City should now copyright the official artwork of the Jazz Festival; and

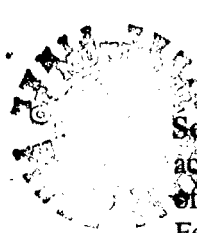
WHEREAS, by copyrighting the artwork, the City can legally prevent others from utilizing the artwork that belongs to the City, and can thereby increase the revenues raised by the City; and

WHEREAS, a copyright applies to all uses of the artwork, including t-shirts, posters, water bottles and hats. The cost of copyrighting the official artwork of the Jazz Festival is \$45 per painting, per year. The City anticipates having one new painting in 2007, a new painting in 2008, and a new painting in 2009, but may decide upon additional paintings at a later time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2007, 2008, and 2009 Jazz Festival and the 2007, 2008, and 2009 Montreux Festival ("Artist Agreements"). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$5,000, unless the local artists have received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$50,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$50,000. In addition, the Artist Agreements with all of the artists shall provide that the City shall pay for the Artists' technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists' personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

Section 2. The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0201QNA0. The cost of the Montreux Festival Artist Agreements shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0202QNA0.



Section 3. The Mayor or her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2007, 2008, and 2009 Jazz Festival and the 2007, 2008, and 2009 Montreux Festival ("Sponsor Agreements"). The Mayor or her designee, on behalf of the City, is also authorized to enter into and execute agreements for the acquisition of the rights to one or more of the recordings of live performances at or related to the Festivals, or other events at the Festivals, provided that said agreements are revenue generating. The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsors. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Presenting Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more; and Media Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") or her designee, but shall be in the nature of advertisement of the sponsor in Jazz or Montreux Festival advertisements or at Jazz or Montreux Festival events, Jazz or Montreux Festival tickets, and Jazz or Montreux Festivals merchandise. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Montreux Festival sponsors shall receive Montreux Festival benefits only. Sponsors of both Festivals may receive benefits from both Festivals. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

Section 4. All Jazz Festival contributions shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival contributions shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 5. The Commissioner or her designee is authorized to charge admission prices for the 2007, 2008, and 2009 Jazz and Montreux Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

Section 6. All revenues derived from Jazz Festival admission fees shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All revenues derived from Montreux Festival admission fees shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.



Section 7. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2007, 2008, and 2009 Jazz Festival ("Official Artwork Agreements"). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$2,000 per year, or \$6,000 total for the official artwork of the 2007, 2008, and 2009 Jazz Festival.

Section 8. The City Attorney is hereby authorized to utilize outside counsel specializing in intellectual property law to copyright the official artwork of the 2007, 2008 and 2009 Jazz Festival. The cost of this copyright work, including filing and attorneys' fees, shall not exceed \$500 during each of the years 2007, 2008, and 2009, or \$1,500 total. The costs of the copyright work shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0201QNA0.

Section 9. The City Attorney is hereby authorized to utilize outside counsel specializing in intellectual property law to prepare agreements necessary to implement a revenue-generating project that will include a City website from which people can purchase recordings of live performances at or related to the Festivals. The costs of these legal fees shall not exceed \$10,000. Those portions of the fees related to the Jazz Festival, as determined by the Commissioner or her designee, shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0201QNA0. Those portions of the fees related to the Montreux Festival, as determined by the Commissioner or her designee, shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0202QNA0.

Section 10. All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk

ADOPTED by the City Council
APPROVED by the Mayor

FEB 19, 2007
FEB 27, 2007

07-0-0189
(Do Not Write Above This Line)

AN ORDINANCE BY
COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER
DESIGNEE, ON BEHALF OF THE CITY, TO ENTER
INTO AGREEMENTS WITH PERFORMERS, ARTISTS,
SPONSORS AND VENDORS FOR THE 2007, 2008, AND
2009 ATLANTA JAZZ FESTIVAL AND MONTREUX
ATLANTA MUSIC FESTIVAL AND TO CHARGE
ADMISSION FEES FOR SELECT EVENTS AT THOSE
FESTIVALS, AND THAT ALL JAZZ FESTIVAL
REVENUES AND EXPENSES BE DEPOSITED AND
EXPENDED FROM 3P2 REVENUE (464101) AND
EXPENDED TO (5****) N41S0201QNA0, AND THAT
ALL MONTREUX FESTIVAL REVENUES AND
EXPENSES BE DEPOSITED INTO REVENUE (464101)
AND EXPENDED TO (5****) N41S0202QNA0, AND
THAT THE CITY ATTORNEY BE AUTHORIZED TO
EXPEND AN AMOUNT NOT TO EXCEED \$18,500 TO
REGISTER TRADEMARKS ASSOCIATED WITH THE
ATLANTA JAZZ AND MONTREUX ATLANTA MUSIC
FESTIVALS, SAID AMOUNT TO BE PAID FROM THE
AFORE-MENTIONED ACCOUNT NUMBERS, AND FOR
OTHER PURPOSES.

☒ **CONSENT REFER**
☐ **REGULAR REPORT REFER**
☐ **ADVERTISE & REFER**
☐ **1st ADOPT 2nd READ & REFER**
☐ **PERSONAL PAPER REFER**
Date Referred 2-5-07
Referred To: CD/HR
Date Referred
Referred To:
Date Referred
Referred To:
Referred To:

First Reading
Committee CD/HR
Date 2/13/07
Chair [Signature]
Referred to [Signature]

Committee CD/HR
Date 2/13/07
Chair [Signature]
Action: [Signature]
For, Adv, Held (see rev. side)
Subst. Others

Members [Signature]
Refer To [Signature]

Committee

Date
Chair
Action:
For, Adv, Held (see rev. side)
Others

Members
Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED
FEB 19 2007
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
FEB 19 2007
MUNICIPAL CLERK
[Signature]

MAYOR'S ACTION

APPROVED
FEB 27 2007
MAYOR

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Debra F. Harris

Contact Number: (404) 817-6795

Originating Department: Department of Parks, Recreation and Cultural Affairs

Committee(s) of Purview: Community Development/ Human Resources Committee

Chief of Staff Deadline: September 29, 2009

Anticipated Committee Meeting Date(s): October 27, 2009

Anticipated Full Council Date: November 2, 2009

Legislative Counsel's Signature: Robin Shahar

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: _____

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR OR HER/HIS DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, AND SPONSORS FOR THE 2010, 2011, AND 2012 ATLANTA JAZZ FESTIVAL AND ATLANTA MUSIC FESTIVAL IN ATLANTA, AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS; AND DIRECTING THAT ALL JAZZ FESTIVAL AND MUSIC FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENDED FROM THE ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)
Received by Mayor's Office: 9.30.09 Reviewed by: [Signature]
(date) (date)

Submitted to Council: _____